

Emmet Co.

AFSCME Council 61 (Dispatchers)

7/1/2005 6/30/2008

AGREEMENT

between the

AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL 1639
EMMET COUNTY DISPATCHERS

and

EMMET COUNTY BOARD OF SUPERVISORS
SHERIFF'S DEPARTMENT



July 1, 2005 to June 30, 2008

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AGREEMENT

This AGREEMENT entered into this first day of July, 2002, by and between EMMET COUNTY, IOWA SHERIFF'S DEPARTMENT, hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union and supersedes all previous agreements, written or verbal. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

ARTICLE 1 EMPLOYER RIGHTS

Public Employers shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty, and the right to: direct the work of its public employees; hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency; suspend or discharge public employees for proper cause; maintain the efficiency of governmental operations; relieve public employees from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; exercise all powers and duties granted to the Public Employer by law.

ARTICLE 2 RECOGNITION

Section 1. In case number 4536, the Union was certified by the Iowa Public Employment Relations Board on December 9, 1991, as the agent for certain employees of the Employer:

INCLUDED: All full-time and regular part-time dispatchers of the Emmet County Sheriffs Department.

EXCLUDED: Mayor, Sheriff, all elected officials and all others excluded by the Act.

Section 2. Regular Full-time Employee is an employee who is hired to work a minimum of forty (40) hours per week or more year round.

Regular Part-time Employee is an employee who is hired to work less than forty (40) hours per week or more year round. Regular part-time employees are eligible for prorated vacation, holiday and sick leave based on the number of hours per week worked relative to a forty (40) hour week.

Temporary and on-call employees are not covered by this agreement. As used in this Agreement, a temporary employee is one hired for a period of four (4) months or less per calendar year.

Probationary Employee As used in this Agreement, a probationary employee is a regular full-time or regular part-time employee who has not yet completed their probationary period. The probationary period consists of six (6) consecutive months of employment. The grievance and arbitration procedures provided herein shall not be applicable to any employee until he/she becomes a regular employee.

Section 3. UNION VISITATION For purposes of investigating grievances and collecting dues, a duly authorized representative of the Union may have access to County premises with the Sheriff's prior consent. The County will cooperate to facilitate such visitations, and the Union will not interfere with or interrupt the County's operations or the work of its employees.

Section 4. BULLETIN BOARDS Employees are allowed to post official notices on the Department bulletin boards. All postings must have prior approval of the Sheriff.

ARTICLE 3 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and the Union agree to comply with any non-discrimination in employment laws that are applicable. The parties agree that the Employer, with consultation with the Union may take appropriate action to comply with the Americans with Disabilities Act.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in or non-membership in the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any related activities.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to notify and urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the Iowa Code (1985).

The Employer pledges that it will not engage in a lockout of employees during the term of this Agreement.

ARTICLE 5 HOURS OF WORK AND OVERTIME

Section 1. The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The work week starts at 12:01 AM on Sunday and ends at 12:00 Midnight the following Saturday.

Section 2. The normal work week shall be established by the Sheriff. Employees required to work on another schedule shall be so informed and have their schedule posted, with as much advance notice as possible. The County will continue its current practice of providing employees with a thirty (30) minute paid meal period per shift and breaks according to the following schedule:

8 hour shift One (1) fifteen minute break
12 hour shift Two (2) fifteen minute breaks

It is expressly understood that employees are not allowed to leave the work station at any time unless there is a certified Jailer on premises available to relieve the dispatcher for the entire lunch or break period. It is the responsibility of the dispatcher to secure the relief person.

Section 3. Any exchange of shifts or schedules between employees must have advance approval of the Sheriff.

Section 4. Overtime. Overtime shall be paid for at the rate of time and one-half (1 ½) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in any workweek. Overtime must have prior approval of the Employer. Holidays (not worked) and sick leave shall not be counted as working time for the purpose of determining overtime.

ARTICLE 6
SENIORITY

Section 1. Seniority means an employee's length of regular full-time or part-time continuous service with the Employer since their last date of hire. In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2. When the work force is to be reduced, the County will determine which employees should be retained in order to have the best staff available, and will consider maintenance of operational efficiency, skill training, qualifications, ability to perform and attendance and reliability. When these considerations are equal between or among employees, seniority will govern.

Section 3. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. If the employee is not employed elsewhere, the employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice. If employed, the employee must respond to such notice within three (3) days, but actually report to work in fourteen (14) days. In the event the employee fails to comply with the above, he/she will be terminated. Probationary employees have no recall rights.

Section 4. An employee shall lose their length of service and the employment relationship shall be broken and terminated as follows:

- a) Employee quits.
- b) Employee is discharged.
- c) Failure to report for work at the end of leave of absence, unless excused by the Employer.
- d) Failure to respond within three (3) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records or failure to report to work within the time periods specified in 6.3 above. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- e) Length of service rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- f) Employee retires.

- g) An employee is absent from work for any reason for over two (2) years or for a period of time equal to his/her length of service, whichever is shorter.

Section 5. The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists shall be updated annually and contain each employee's name, job classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting. Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

ARTICLE 7 GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application or interpretation of the expressed provisions of this Agreement and shall be adjusted in accordance with the following procedure:

Section 2. Grievance Steps:

Step 1. An employee shall discuss a complaint or problem orally with the Sheriff or his designated representative within seven (7) calendar days following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. If the oral discussion fails to resolve the grievance, the Union and/or the aggrieved employee shall refer the grievance, in writing to the Sheriff within seven (7) calendar days of the oral discussion. Following a meeting with the aggrieved employee and/or the Union, the Sheriff or his designated representative shall answer the grievance in writing within seven (7) calendar days.

Step 3. If the Sheriff's answer fails to resolve the grievance, the Union and/or the aggrieved employee shall refer the grievance, in writing to the Board of Supervisors or their designee(s) within seven (7) calendar days of the receipt of the Sheriff's answer in Step 2. The Board of Supervisors may schedule a meeting with the aggrieved employee and/or the Union. The Board of Supervisors shall answer the grievance in writing within thirty (30) calendar days of the receipt of the grievance.

Step 4. Any grievances not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within twenty (20) calendar days after the date of the Board of Supervisor's answer given in Step 3.

Section 3. All grievances must be taken up promptly and settlements thereof shall in no case be made retroactive beyond the date of the alleged violation of the Agreement. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance is not timely answered by the Employer, it shall automatically be referred to the next step. The time limit in each step may be extended by mutual written agreement between the Employer and the grievant.

Section 4. After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. A coin toss will determine which party strikes first.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to ignore, nullify, change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

Section 5. All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Section 6. All joint Employer and Union grievance or negotiation meetings will be held at times and places mutually agreeable to the parties.

ARTICLE 8 SICK LEAVE

Section 1. Sick leave can be used for bona fide personal illness or accidental injury which is not covered by workers' compensation. An employee may use sick leave for medical, dental or optical appointments that cannot be scheduled during an employees non-working hours.

Section 2. Paid sick leave shall accumulate at the rate of one (1) day per month worked, to a limit of 100 days.

Section 3. Sick leave may be granted to regular employees who have completed their probationary period and who are on the active payroll. Part-time employees shall accrue pro-rated sick leave based on the number of days worked per month.

Section 4. Accumulation of sick leave shall terminate at the end of the month in which the employee begins an unpaid leave of absence.

Section 5. All sick leave shall expire on the date of termination of employment and no employee shall be reimbursed for sick leave outstanding at the time of separation.

Section 6. Probationary Employees. Employees are not eligible to use sick leave benefits for the first six (6) months of employment. Sick leave benefits can be earned during the probationary period.

Section 7. Substitution of Sick Leave for Vacation. When sickness or hospitalization occurs during the time an employee is on vacation, sick leave may be granted at the discretion of the Sheriff to cover the period of illness and the charge against vacation shall be reduced accordingly. Application for substitution must be made immediately upon returning to duty and must be supported by a medical certificate or other acceptable evidence.

Section 8. When absences due to sickness exceeds two (2) calendar days, the absence shall be verified by a physician, unless waived by the Employer. The Employer may require evidence of illness as deemed necessary, and in all cases sick leave shall not be granted until approved by the Employer.

Section 9. Sick Leave shall not accrue during suspensions or layoffs.

Section 10. If an absence or illness extends beyond the sick leave accrued, such additional time may be charged to accrued vacation leave.

Section 11. In the event a member of the immediate family of an employee (employee's spouse, child, mother, father, stepchild) is afflicted with a disease, illness or disability, any of which requires care and attendance of the employee, the employee may use up to five (5) days of sick leave per occurrence at the discretion of the Department Head. No more than ten (10) days may be used in a year.

Section 12. Upon written request by the employee, leave without pay may be granted by the Sheriff, in writing, for the remaining period of disability after sick leave has been exhausted. An employee granted leave without pay shall not accrue vacation, sick leave or other benefits; and such employee requesting leave shall be required to pay his or her own insurance premiums until his/her return to work.

ARTICLE 9
BEREAVEMENT LEAVE

Section 1. Regular full-time employees, upon completion of the probationary period, shall be eligible for paid bereavement leave of up to a maximum of four (4) working days to arrange or attend the funeral of a spouse, child, stepchild, mother, father, sister or brother. Up to three (3) days may be granted to an employee to arrange or attend the funeral of a mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandchild. Up to one (1) working day may be granted to attend the funeral of grandparents, brother-in-law, or sister-in-law. Funeral leave is subject to the prior approval of the Sheriff.

Section 2. Part-time employees If the funeral falls on a regular part-time employee's regularly scheduled workday, the employee will be eligible for one (1) day of paid bereavement leave.

Section 3. Only days absent which would have been compensable workdays will be paid for at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work. No payment will be made during holidays, layoff or other leaves of absence.

Section 4. If a death occurs during an employee's vacation, the employee has the option of canceling the remainder of the vacation. Payment will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work.

ARTICLE 10
JURY DUTY

Any employee who is selected for jury duty or is subpoenaed as a witness in work related matters shall be provided leave with pay for such duty. Any fees or remuneration the employee receives during such leave shall be turned over to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked.

The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

The parties agree that schedules may need to be temporarily adjusted for 2nd or 3rd shift employees who are called for jury duty.

ARTICLE 10
VACATIONS

Section 1. Regular employees shall be entitled to paid vacations as follows:

After one (1) year of continuous service, five (5) working days.
After two (2) years of continuous service, ten (10) working days.
After seven (7) years of continuous service, fifteen (15) working days.
After fifteen (15) years of continuous service, twenty (20) working days.

Section 2. Part-time employees shall be entitled to pro-rated paid vacations determined by the ratio of hours worked in the year to 2080 hours.

Section 3. Paid vacation shall be taken during the employee's anniversary year. The scheduling of vacation leave is dependent upon the judgement and discretion of the Sheriff. Vacation time will normally be taken in weekly increments, but no less than one (1) day increments. Vacation requests shall be posted on a first come, first served basis. Vacation requests are to be submitted seven (7) days prior to the requested time off. The Sheriff will answer the vacation request within five (5) days.

Section 4. Upon resignation, layoff or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Section 5. Vacation pay will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work.

Section 6. Upon resignation or termination during the first anniversary year of employment, an employee is not eligible for pro rata vacation pay. Upon resignation or termination during subsequent anniversary employment years, a regular employee will be paid pro rata vacation pay based upon straight time hours worked.

Section 7. Accumulation of vacation In the event that an employee fails to utilize their full vacation in any year, the accumulation may be carried into the next year, up to a total accumulation of ten (10) days for full-time employees and five (5) days for part-time employees.

Section 8. Limitations No vacation shall be accrued during a leave of absence which exceeds thirty (30) calendar days. Vacation pay will not be issued before the regular payroll date. If two (2) employees request the same vacation date on the same day, seniority will determine who is granted the vacation.

ARTICLE 12 HOLIDAYS

Section 1. Regular full-time employees are eligible for the following paid holidays: New Year's Day, Martin Luther King Jr's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, ½ day December 24 if regularly scheduled workday and Christmas Day. Regular part-time employees are eligible for pro-rated holiday pay.

Section 2. Employees are eligible for eighty-four (84) hours of compensatory time in lieu of holidays, provided the employee works the entire year. If the employee quits or is terminated, any used but unearned holidays must be paid back to the County. Regular part-time employees are eligible for pro-rated compensatory time.

Section 3. Time off requests must be made at least three (3) days in advance. Holiday comp time may not be taken in less than eight (8) hours increments, except for the four (4) hour holiday. All requests for time off are subject to the approval of the Sheriff. Holiday comp time must be used within the current year and may not be carried over.

Section 4. If it is necessary for the department to eliminate comp time, the comp time provision will be eliminated department-wide. If comp time is eliminated, holiday pay for Dispatchers will be paid at straight time for holidays not worked and time and one-half (1 ½) for holidays worked.

Section 5. Personal Day After one (1) year of continuous employment, employees will be entitled to one (1) day or equivalent hours per year as a personal day off to be taken with prior approval of the Sheriff. Personal days may not be carried over or accumulated.

ARTICLE 13 INSURANCE

Section 1. The Employer agrees to pay 100% of the single premium for each eligible regular full-time employee for the current health group insurance program. If an employee elects dependant coverage, the Employer will pay 45% of the dependent premium. The Employee must pay 55% of the dependent premium cost. The Employer reserves the right to select the insurance carrier, provided benefits and coverage are comparable.

Section 2. Life Insurance The Employer will pay the premium cost of a \$5,000 life insurance plan for each eligible regular full-time employee.

The insurance programs referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

ARTICLE 14
CHECKOFF

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Union dues from the 1st paycheck of each employee every month, and remit such deduction by the fifteenth (15th) day of the succeeding month to the business address of the Union with an accompanying list of employees in the bargaining unit, identifying from whom payroll deductions were made. The Union will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County shall require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this dues checkoff clause.

ARTICLE 15
TRAINING AND CLOTHING

Section 1. Training All employees may attend job related instructional schools or meetings if the Sheriff approves. The employee will be reimbursed in accordance with the maximum cents per mile allowance by the County, for use of their personal car. The employee, upon presentation of receipts, will be reimbursed for registration or tuition fees, meals at a per diem of up to \$25.00, and necessary lodging expenses. For time spent at mandatory training, the employee will be paid their regular scheduled day's pay. If required or approved by the Employer, time spent traveling to and from mandatory training shall be paid at the employee's hourly rate.

Section 2. Clothing The County will pay up to \$300.00 per year toward necessary and required clothing. The employee will obtain the clothing from the designated supplier with prior approval of the Sheriff and submit the bill to the County for payment.

ARTICLE 16
STRAIGHT TIME HOURLY WAGE RATES

	<u>7-1-05</u>	<u>7-1-06</u>	<u>7-1-07</u>
Hire	\$11.03	\$11.36	\$11.70
6 months	\$11.46	\$11.80	\$12.15
1 year	\$12.42	\$12.79	\$13.17

ARTICLE 17
DURATION OF AGREEMENT

THIS AGREEMENT shall become effective July 1, 2005, and shall remain in full force and effect until its expiration on June 30, 2008. Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party as required by Chapter 20 of the Code of Iowa.

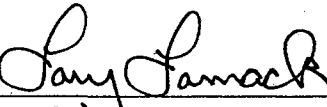
Sign this ____ day of _____, 2005.

EMPLOYER

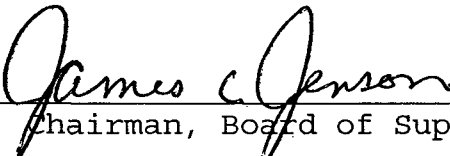
SHERIFF DEPARTMENT
COMMUNICATION CENTER
EMMET COUNTY, IOWA

UNION

AFSCME/IOWA COUNCIL 61
EMMET COUNTY DISPATCHERS

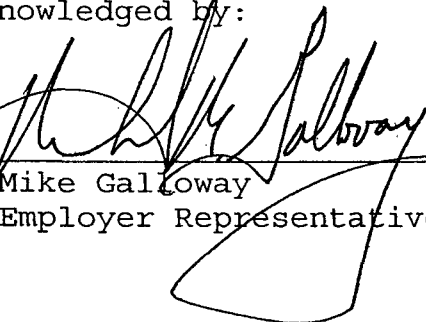
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Sheriff

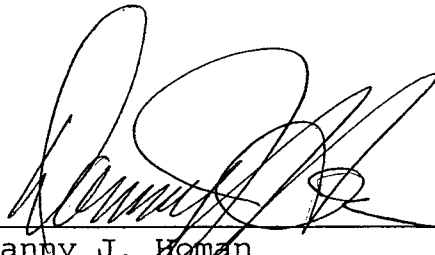
BY _____
Employee Representative

BY 
Chairman, Board of Supervisors

BY _____
Employee Representative

Acknowledged by:

BY 
Mike Galloway
Employer Representative

BY 
Danny J. Homan
AFSCME/Iowa Council 61
Representative